IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO 2421 OF 2003
IN
SUIT NO. 1365 OF 2003

The Maharahtra Telephone Nigam Ltd. ..Plaintiff.
V/s
Mr. Abraham Savio ..Defendnat.

Mr. J.R. Thakkar for the plaintiff.

CORAM : ANOOP V.MOHTA J.

DATE : 15TH SEPTEMBER, 2005.

P.C.

. Heard. The present suit is filed by the plaintiff i.e. Mahanagar Telephone Nigam Ltd. for recovery of telephone bill dues to the tune of Rs. 2,79,425/-. As in spite of repeated demand notices the defendant failed to pay the telephone bills of the plaintiff. A notice of motion has been taken out by the plaintiff along with supporting affidavit dated 5th May, 2003. By an order dated 7th May, 2003, after considering, the averments made in the said affidavit and the averments in the plaint, ad interim relief in terms of prayer clause (c) has been granted.

2. None appeared for the defendants in inspite of

service. The affidavit of service was also filed at the time of passing ad interim relief. None appeared for the defendants again on 12/9/2005, the matter was adjourned to 15th March,2005 for diposal. None appeared for the defendants till this date.The claims made in the affidavit, as well as in the suit, remained uncontroverted. The ad interim order also remained intact, as no one preferred any appeal against the said order.

3. The averments made in the affidavit and the uncontroverted position on the record, and in view of the facts and circumstances of the case, there is a case made out for confirmation of the ad interim order dated 7th May, 2003. The plaintiffs have foundation of reasonable apprehension that the defendants may sell office premises and transfer or alienate the said property to deprive the legitimate claim of the plaintiff and thereby shall defeat the claim of the plaintiff. The plaintiff being a public body and as public revenue is involved that itself is an additional factor which cannot be overlooked, while confirming ad interim relief, as granted.

4. Taking into all this into account, ad interim order, as granted is confirmed. On the same foundation, according to me, the case is made out for prayer clause (a) also.

5. Notice of Motion is made absolute in terms of prayer clause (a) and (c). Notice of motion is disposed of accordingly.

[ANOOP V. MOHTA, J.]